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**FILED**  
ALAMEDA COUNTY

APR 30 2013

CLERK OF THE SUPERIOR COURT

By *J. [Signature]* Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, )  
Plaintiff, )  
v. )  
LULU NYC LLC, et al., )  
Defendants. )  
AND CONSOLIDATED CASES. )

Lead Case No. RG 09-459448  
(Consolidated with Case Nos. RG 10-494289, RG 10-494513, RG 10-494517, RG 11-598595, RG 11-598596, RG 11-603764 and RG 12-658652)

*[Signature]* **PROPOSED CONSENT JUDGMENT AS TO MMS TRADING, INC.**

**1. DEFINITIONS**

- 1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal or reasonably foreseeable use.
- 1.2 "Covered Products" means wallets, handbags, purses, clutches, and belts that are Manufactured, distributed, sold or offered for sale by Settling Defendant.
- 1.3 "Effective Date" means the date on which this Consent Judgment is entered by the Court.

1           1.4           “Lead Limits” means the maximum concentrations of lead and lead  
2 compounds (“Lead”) by weight specified in Section 3.2.

3           1.5           “Manufactured” and “Manufactures” have the meaning defined in Section  
4 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)].<sup>1</sup>

5           1.6           “Paint or other Surface Coatings” ” has the meaning defined in 16 C.F.R. §  
6 1303.2(b).<sup>2</sup>

7           1.7           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
8 supplies a Covered Product to Settling Defendant.

9           **2. INTRODUCTION**

10          2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
11 Environmental Health (“CEH”) and defendant MMS Trading, Inc. (“Settling Defendant”).

12          2.2           On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,  
13 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and  
14 clutches. The Court consolidated the *Lulu* matter with a number of other related Proposition 65  
15 cases.

16          2.3           On or about September 25, 2012, CEH served a 60-Day Notice of Violation  
17 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California  
18 Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition  
19 65 by exposing persons to Lead contained in wallets, handbags, purses and clutches, without first  
20 providing a clear and reasonable Proposition 65 warning. On or about February 8, 2013, CEH  
21 served a 60-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and Toxic  
22 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*), alleging that

23 \_\_\_\_\_  
24 <sup>1</sup> As of May 1, 2011, the term “Manufactured” and “Manufactures” means to manufacture,  
produce, or assemble.

25 <sup>2</sup> As of May 1, 2011, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other  
26 material, with or without a suspension of finely divided coloring matter, which changes to a solid  
27 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other  
surface. This term does not include printing inks or those materials which actually become a part  
of the substrate, such as the pigment in a plastic article, or those materials which are actually  
bonded to the substrate, such as by electroplating or ceramic glazing.

1 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in belts,  
2 without first providing a clear and reasonable Proposition 65 warning.

3 2.4 On or about December 5, 2012, CEH filed the action entitled *Center for*  
4 *Environmental Health v. Fashion Eden, et al.*, Case No. RG 12-658652, naming Settling  
5 Defendant as a defendant. On December 19, 2012, the Court consolidated the *Center for*  
6 *Environmental Health v. Fashion Eden* case with the *LuLu* consolidated cases.

7 2.5 Settling Defendant manufactures, distributes and/or offers for sale Covered  
8 Products in the State of California or has done so in the past.

9 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this  
10 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
11 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
12 Defendant as to the acts alleged in the Complaint, that the Complaint be deemed amended to  
13 name Settling Defendant as a Belt Defendant in addition to its original designation as a Handbag  
14 Defendant, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
15 enter this Consent Judgment.

16 2.7 Nothing in this Consent Judgment is or shall be construed as an admission by  
17 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
18 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
19 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
20 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
21 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
22 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
23 this action.

### 24 3. INJUNCTIVE RELIEF

25 3.1 **Specification Compliance Date.** To the extent it has not already done so, no  
26 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its  
27 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide  
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1 Covered Products that comply with the Lead Limits on a nationwide basis.

2 **3.2 Lead Limits.**

3 Commencing on the Effective Date, Settling Defendant shall not purchase, import,  
4 or Manufacture any Covered Product that will be sold or offered for sale to California consumers  
5 that contains a material or is made of a component that exceeds the following Lead Limits:

6 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

7 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

8 3.2.3 All other materials or components other than cubic zirconia (sometimes  
9 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

10 **3.3 Final Compliance Date.** Commencing on July 1, 2013, Settling Defendant  
11 shall not sell or offer for sale in California, or supply to a third party that may offer for sale in  
12 California any Covered Product that exceeds the Lead Limits specified in Section 3.2. For  
13 purposes of this Section 3.3, when Settling Defendant’s direct customer sells or offers for sale to  
14 California consumers a Covered Product after July 1, 2013, Settling Defendant is deemed to  
15 “offer for sale in California” that Covered Product.

16 **3.4 Action Regarding Specific Products.**

17 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the  
18 following specific products (collectively, the “Section 3.4 Products”) in California:

- 19 • Miztique Purse in Green, SKU No. 14122311401, Style No. MIZ-YL9557#
- 20 • MMS Design Studio Purse in Teal, Style No. MMS-YL-7289A#
- 21 • MMS Design Studio Handbag in Brown; SKU No. 1219-016299517-002999-21-2
- 22 • Miztique Zippered Handbag in Red, SKU No. 1219-016307522-002999-21-2
- 23 • Miztique Handbag in Red, SKU No. 1219-013980951-003499-19-2
- 24 • MMS Design Studios Handbag in Dark Brown, SKU No. 1219-013980951-  
25 003499-19-2
- 26 • Miztique Woven Handbag in Red, SKU No. 19-2295-579043-002999-23-2

- 1 • MMS Design Studios Handbag in Light Brown, SKU No. 19-2295-578976-
- 2 002999-23-2
- 3 • Noelle Enterprises Rose Crossover Bag in Red, SKU No. 8-11174-01776-9
- 4 • Noelle Enterprises Essential Handbag in Red, SKU No. 8-11174-01749-3

5 On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the  
6 Section 3.4 Products to any of its stores and/or customers that resell the Section 3.4  
7 Products in California, and (ii) send instructions to its stores and/or customers that resell  
8 the Section 3.4 Products in California instructing them either to: (a) return all the Section  
9 3.4 Products to Settling Defendant for destruction; or (b) directly destroy the Section 3.4  
10 Products.

11 3.4.2 Any destruction of Section 3.4 Products shall be in compliance with all  
12 applicable laws.

13 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide  
14 CEH with written certification from Settling Defendant confirming compliance with the  
15 requirements of this Section 3.4.

#### 16 **4. ENFORCEMENT**

17 4.1 Any Party may, after meeting and conferring, by motion or application for an  
18 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
19 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent  
20 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

21 4.2 Within 30 days after the Effective Date, Settling Defendant shall notify CEH  
22 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling  
23 Defendant on or after that date, for example, a unique brand name or characteristic system of  
24 product numbering or labeling. Upon written request by CEH, but no more than once in any  
25 calendar year, Settling Defendant shall, within 30 days of receiving a request from CEH, update  
26 the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a means  
27 sufficient to allow CEH to identify Covered Products currently supplied or offered by Settling  
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1 Defendant. If CEH is unable to determine whether a particular product is a Covered Product as to  
2 Settling Defendant based on the information provided to CEH pursuant to this Section 4.2,  
3 Settling Defendant shall cooperate in good faith with CEH in determining whether the product at  
4 issue is a Covered Product and, if so, the identity of the Settling Defendant responsible for selling  
5 the product. Information provided to CEH pursuant to this Section 4.2, including but not limited  
6 to the identities of parties to contracts between Settling Defendant and third parties, may be  
7 designated by Settling Defendant as competitively sensitive confidential business information,  
8 and if so designated shall not be disclosed to any person without the written permission of  
9 Settling Defendant. Any motions or pleadings or any other court filings that may reveal  
10 information designated as competitively sensitive confidential business information pursuant to  
11 this Section shall be submitted in accordance with California Rules of Court 8.46 and 2.550, *et*  
12 *seq.*

13 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Sections  
14 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

15 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
16 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
17 provided, however, that CEH may have up to an additional 45 days to provide Settling  
18 Defendant with the test data required by Section 4.3.2(d) below if it has not yet obtained it  
19 from its laboratory.

20 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
21 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
22 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
23 Covered Product giving rise to the alleged violation, and of each material or component  
24 that is alleged not to comply with the Lead Limits, including a picture of the Covered  
25 Product and all identifying information on tags and labels, and (d) all test data obtained by  
26 CEH regarding the Covered Product and related supporting documentation, including all  
27 laboratory reports, quality assurance reports and quality control reports associated with  
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1 testing of the Covered Products. Such Notice of Violation shall be based at least in part  
2 upon total acid digest testing performed by an independent accredited laboratory. Wipe,  
3 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a  
4 Notice of Violation, although any such testing may be used as additional support for a  
5 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A  
6 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section  
7 4.3.2.

8 **4.3.3 Additional Documentation.** CEH shall promptly make available for  
9 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
10 supporting documentation related to the testing of the Covered Products and associated  
11 quality control samples, including chain of custody records, all laboratory logbook entries  
12 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
13 from all analytical instruments relating to the testing of Covered Product samples and any  
14 and all calibration, quality assurance, and quality control tests performed or relied upon in  
15 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
16 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
17 any exemplars of Covered Products tested.

18 **4.3.4 Multiple Notices.** If Settling Defendant has received more than four  
19 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever  
20 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
21 Consent Judgment. For purposes of determining the number of Notices of Violation  
22 pursuant to this Section 4.3.4, the following shall be excluded:

23 (a) Multiple notices identifying Covered Products Manufactured for or  
24 sold to Settling Defendant from the same Vendor; and

25 (b) A Notice of Violation that meets one or more of the conditions of  
26 Section 4.4.3(b).

1           4.4           **Notice of Election.** Within 30 days of receiving a Notice of Violation  
2 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), Settling Defendant  
3 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
4 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
5 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
6 Accessory Testing Fund required under this Section 4.4 shall be made payable to The Center for  
7 Environmental Health and included with Settling Defendant’s Notice of Election.

8                   4.4.1   **Contested Notices.** If the Notice of Violation is contested, the Notice of  
9 Election shall include all then-available documentary evidence regarding the alleged  
10 violation, including any test data. Within 30 days the parties shall meet and confer to  
11 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
12 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling  
13 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
14 motion concerning the violations alleged in the Notice of Violation is filed pursuant to  
15 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion  
16 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-  
17 monetary provisions of Section 4.4.2. If, at any time prior to reaching an agreement or  
18 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
19 other data regarding the alleged violation, it shall promptly provide all such data or  
20 information to the other Party.

21                   4.4.2   **Non-Contested Notices.** If the Notice of Violation is not contested,  
22 Settling Defendant shall include in its Notice of Election a detailed description of  
23 corrective action that it has undertaken or proposes to undertake to address the alleged  
24 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
25 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
26 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
27 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
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1 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
2 addition to the corrective action, Settling Defendant shall make a contribution to the  
3 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
4 Section 4.4.3 applies.

5 **4.4.3 Limitations in Non-Contested Matters.**

6 (a) If it elects not to contest a Notice of Violation before any motion  
7 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
8 Defendant shall be limited to the contributions required by Sections 4.4.2 and this Section  
9 4.4.3, if any.

10 (b) The contribution to the Fashion Accessory Testing Fund shall be:

11 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
12 Defendant, prior to receiving and accepting for distribution or sale the  
13 Covered Product identified in the Notice of Violation, obtained test results  
14 demonstrating that all of the materials or components in the Covered  
15 Product identified in the Notice of Violation complied with the applicable  
16 Lead Limits, and further provided that such test results meet the same  
17 quality criteria to support a Notice of Violation as set forth in Section 4.3.2  
18 and that the testing was performed within two years prior to the date of the  
19 sales transaction on which the Notice of Violation is based. Settling  
20 Defendant shall provide copies of such test results and supporting  
21 documentation to CEH with its Notice of Election; or

22 (ii) One thousand five hundred dollars (\$1,500) if Settling  
23 Defendant is in violation of Section 3.3 only insofar as that Section deems  
24 Settling Defendant to have “offered for sale” a product sold at retail by  
25 Settling Defendant’s customer, provided however, that no contribution is  
26 required or payable if Settling Defendant has already been required to pay  
27 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This  
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1 subsection shall apply only to Covered Products that Settling Defendant  
2 demonstrates were shipped prior to the Effective Date; or

3 (iii) Not required or payable, if the Notice of Violation identifies  
4 the same Covered Product or Covered Products, differing only in size or  
5 color, that have been the subject of another Notice of Violation within the  
6 preceding 12 months.

7 **5. PAYMENTS**

8 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective  
9 Date, Settling Defendant shall pay the total sum of \$55,000 as a settlement payment. The total  
10 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to  
11 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
12 Francisco, California 94117-2212, and made payable and allocated as follows:

13 5.1.1 Settling Defendant shall pay the sum of \$7,250 as a civil penalty pursuant  
14 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with  
15 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
16 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
17 Center For Environmental Health.

18 5.1.2 Settling Defendant shall pay the sum of \$10,900 as a payment in lieu of  
19 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
20 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
21 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
22 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
23 funds to award grants to grassroots environmental justice groups working to educate and protect  
24 people from exposures to toxic chemicals. The method of selection of such groups can be found  
25 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
26 made payable to the Center For Environmental Health.

1                   5.1.3 Settling Defendant shall also separately pay the sum of \$36,850 to the  
2 Lexington Law Group as reimbursement of a portion of CEH’s reasonable attorneys’ fees and  
3 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington  
4 Law Group.

5 **6. MODIFICATION**

6                   6.1 **Written Consent.** This Consent Judgment may be modified from time to  
7 time by express written agreement of the Parties with the approval of the Court, or by an order of  
8 this Court upon motion and in accordance with law.

9                   6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
10 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
11 modify the Consent Judgment.

12 **7. CLAIMS COVERED AND RELEASED**

13                   7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
14 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
15 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
16 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell  
17 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
18 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)  
19 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
20 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
21 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
22 Defendant prior to the Effective Date.

23                   7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
24 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered  
25 Products.

26                   7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an  
27 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
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1 Releasee, or Downstream Defendant Releasee.

2 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action  
3 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer  
4 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to  
5 California consumers that does not comply with the Lead Limits after the applicable Final  
6 Compliance Date set forth in Section 3.3.

7 **8. NOTICE**

8 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
9 notice shall be sent by first class and electronic mail to:

10 Eric S. Somers  
11 Lexington Law Group  
12 503 Divisadero Street  
13 San Francisco, CA 94117  
14 esomers@lexlawgroup.com

15 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
16 Judgment, the notice shall be sent by first class and electronic mail to:

17 Sumir Kaytee  
18 MMS Trading  
19 4577 Maywood Ave.  
20 Vernon, CA 90058  
21 sumir@mmstradinginc.com

22 With a copy to:

23 Jeffrey B. Margulies  
24 Fulbright & Jaworski L.L.P.  
25 555 South Flower Street, 41st Floor  
26 Los Angeles, CA 90071  
27 jmargin@fulbright.com

28 8.3 Any Party may modify the person and address to whom the notice is to be sent  
by sending each other Party notice by first class and electronic mail.

**9. COURT APPROVAL**

9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
shall support entry of this Consent Judgment.

1           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4       **10. ATTORNEYS' FEES**

5           10.1           Should CEH prevail on any motion, application for an order to show cause or  
6 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
8 Settling Defendant prevail on any motion application for an order to show cause or other  
9 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
10 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
11 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
12 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
13 Code of Civil Procedure §§ 2016, *et seq.*

14           10.2           Except as otherwise provided in this Consent Judgment, each Party shall bear  
15 its own attorneys' fees and costs.

16           10.3           Nothing in this Section 10 shall preclude a Party from seeking an award of  
17 sanctions pursuant to law.

18       **11. TERMINATION**

19           11.1           This Consent Judgment shall be terminable by CEH or by Settling Defendant  
20 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such  
21 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
22 Court of Alameda County.

23           11.2           Should this Consent Judgment be terminated pursuant to this Section, it shall  
24 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
25 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
26 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
27 shall survive any termination.

1     **12.    OTHER TERMS**

2           12.1       The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4           12.2       This Consent Judgment shall apply to and be binding upon CEH and Settling  
5 Defendant, and the successors or assigns of any of them.

6           12.3       This Consent Judgment contains the sole and entire agreement and  
7 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
8 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
9 merged herein and therein. There are no warranties, representations, or other agreements between  
10 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
11 implied, other than those specifically referred to in this Consent Judgment have been made by any  
12 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
13 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
14 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
15 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
16 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
17 whether or not similar, nor shall such waiver constitute a continuing waiver.

18           12.4       Nothing in this Consent Judgment shall release, or in any way affect any rights  
19 that Settling Defendant might have against any other party, whether or not that party is a Settling  
20 Defendant.

21           12.5       This Court shall retain jurisdiction of this matter to implement or modify the  
22 Consent Judgment.

23           12.6       The stipulations to this Consent Judgment may be executed in counterparts  
24 and by means of facsimile or portable document format (pdf), which taken together shall be  
25 deemed to constitute one document.

26           12.7       Each signatory to this Consent Judgment certifies that he or she is fully  
27 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into

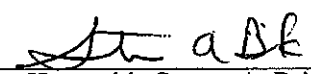
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1 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
2 Party.

3           12.8       The Parties, including their counsel, have participated in the preparation of  
4 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
5 This Consent Judgment was subject to revision and modification by the Parties and has been  
6 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
7 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
8 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
9 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
10 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
11 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

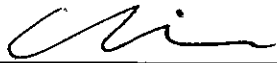
12 **IT IS SO ORDERED:**

13  
14 Dated: April 30<sup>th</sup>, 2013

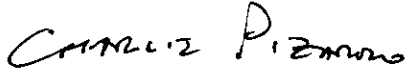
  
The Honorable Steven A. Brick  
Judge of the Superior Court

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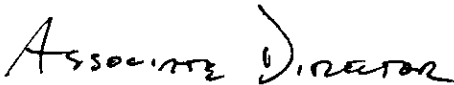
**IT IS SO STIPULATED:**  
**CENTER FOR ENVIRONMENTAL HEALTH**



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**MMS TRADING, INC.**

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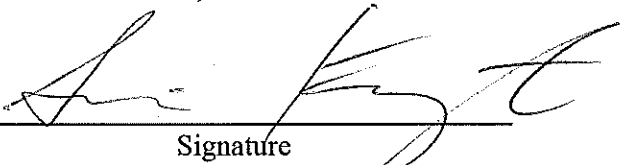
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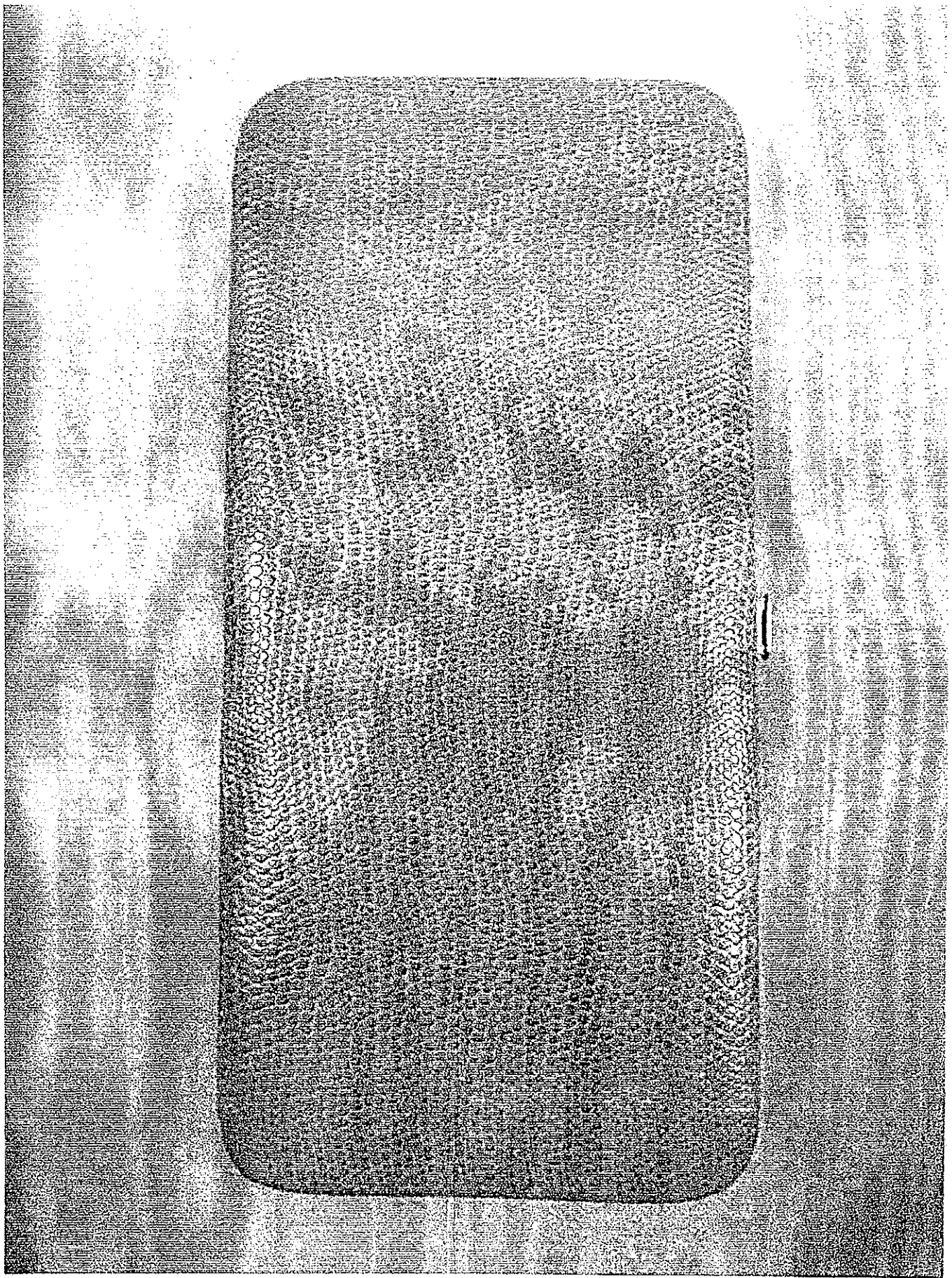
**MMS TRADING, INC.**

  
\_\_\_\_\_  
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Sumir Kaytce  
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CEO  
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# **Exhibit A**



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OFFICE

365 North Canyons Parkway, Suite 201  
Tech Center: 2441 Constitution Drive  
Livermore CA 94551



925-828-1440  
www.TheNFL.com

## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

Analytical Report No.: CL3573-33  
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

**CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W**  
**NFL ID AF02363**

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable